IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

WALKER DIGITAL, LLC,   )
)
               Plaintiff,   )
)
            v.   )   C.A. No. 11-322-SLR
)
MICROSOFT CORP.,   )
)
              Defendant.   )

STIPULATION AND ORDER OF DISMISSAL AS TO MICROSOFT

WHEREAS in its complaint (D.I. 1) Walker Digital, LLC ("Walker Digital") asserted that Microsoft Corp. ("Microsoft") infringed U.S. Pat. No. 5,768,382 ("the '382 patent") and U.S. Pat. No. 5,970,143 ("the '143 patent");

WHEREAS Microsoft brought counterclaims for declaratory judgment of non-infringement and invalidity with respect to the '382 and '143 patents (D.I. 120);

WHEREAS the parties previously filed a Stipulation and Order for dismissal of the '382 patent, which is pending (D.I. 329);

WHEREAS Walker Digital has decided not to further assert the '143 patent against Microsoft in this action;

WHEREAS Walker Digital, GlobalOptions Group, Inc., GO Merger Sub LLC, Walker Digital Holdings, LLC, and Patent Properties, Inc. (including their predecessors, successors, subsidiaries, parents, assigns and affiliated entities) between them own all right, title and interest in the '143 patent, and hereby covenant not to sue Microsoft or its customers, users, distributors or suppliers for infringement of the '143 patent for making, using, selling, offering to sell and/or importing any Microsoft products, software, hardware, technology, equipment and/or services, or any portion thereof, either alone or in combination with other products, software, hardware,

technology, equipment and/or services (hereinafter, "Microsoft Products") as those Microsoft Products are currently configured or have been configured in the past;[1]

WHEREAS Walker Digital intends for this covenant to be binding, definitive, irrevocable, and without exception;

WHEREAS in light of this covenant not to sue, there is no longer any case or controversy between Walker Digital and Microsoft with respect to the '143 patent; and

WHEREAS this stipulation and the stipulation previously filed as D.I. 329 collectively resolve all disputes between Microsoft and Walker Digital with respect to this action, 11-CV-322-SLR;

The parties **HEREBY STIPULATE AND AGREE** that:

1.   All remaining claims by Walker Digital against Microsoft should be dismissed **WITH PREJUDICE** as to the Microsoft Products;

2.   All of Microsoft's counterclaims for declaratory judgment of non-infringement and invalidity should be dismissed **WITHOUT PREJUDICE**;

3.   Each party shall bear its own costs, expenses and attorneys' fees.

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[1] For the sake of clarity, this covenant does not extend to any products that were not publicly released as of the date of this stipulation, but it does include any features of any current or future Microsoft Products (including XBOX ONE) that existed or were in development as of the date of this stipulation, as well as any features that are not more than colorably different from existing features or features in development at the time of this stipulation. Microsoft shall bear the burden of proof concerning whether Microsoft Products existed or were in development as of the date of this stipulation, and (if necessary) whether such features are not more than colorably different from existing features or features in development at the time of this stipulation, in any future dispute concerning whether such Microsoft Products are covered by this stipulation.

BAYARD, P.A.   FISH & RICHARDSON P.C.

/s/ Stephen B. Brauerman   /s/ William J. Marsden, Jr.
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GlobalOptions Group, Inc., GO Merger Sub
LLC, Walker Digital Holdings, LLC, and
Patent Properties, Inc.

January 9, 2014

        IT IS SO ORDERED this _____ day of January 2014.

                                        _____
                                        UNITED STATES DISTRICT JUDGE